

# Summary of our Standard Form of Agreement

7 June 2012

## Important customer information: your rights and obligations

For the purposes of this summary Us/We/Our refers to TransACT Capital Communications Pty Ltd ABN 23 093 966 888.

### 1. Cable, ADSL2+, FTTH and Skydata

#### Introduction

The *Standard Form of Agreement* sets out the terms and conditions under which TransACT provides telecommunications products and services to you. This summary is designed to give you an overview of the terms and conditions. It is not designed to give you an overview of the terms and conditions under which you obtain goods or services from third parties over the TransACT network.

If you would like more details about your rights and obligations you should read the *Standard Form of Agreement* in its entirety. Copies of the *Standard Form of Agreement* are available from our head office at 470 Northbourne Avenue, Dickson ACT 2602 or on our website at [www.transact.com.au](http://www.transact.com.au)

Capitalised terms in this Summary are defined in our Standard Form of Agreement.

#### Designated goods and services

Under the *Standard Form of Agreement*, TransACT provides telecommunications goods and services. TransACT also provides equipment to enable you to obtain these goods and services. The telecommunications products and services offered by TransACT are listed in the schedules to the *Standard Form of Agreement*.

#### Charges and Payment

Schedules 5 and 6 to the *Standard Form of Agreement* set out the charges for the telecommunications products and services that you acquire from TransACT.

You are responsible for all Charges incurred in the use of the Service, even if someone other than you incurs those Charges without your knowledge or consent.

The charges may include connection charges, access charges, usage-based charges, charges for content provided with the service (including third party

content services), charges for other services provided in connection with calls, reconnection charges, disconnection charges and (in some instances) other charges.

TransACT may impose an additional charge to install the Service if we need to perform work beyond the usual scope of work required for similar installations. TransACT will notify you if this occurs.

Depending on the time of day, charges may also include peak and off-peak charges, charges based on the type of package received by you, the origin and destination of calls, the volume of calls made in a particular period and any particular rebates or discounts that might apply to a particular call or a particular customer.

#### Promotions and Discounts

TransACT provides customers with a \$2 discount on their account if they elect to pay by direct debit. Direct debit forms are provided at the point of sale and with the Welcome Pack or can be requested by calling Customer Care on 13 30 61.

From time to time, TransACT offers ad hoc promotions and may advise existing customers of these promotions via a message on their invoice or through direct mail.

#### Accounts

You will be billed at regular intervals, usually monthly by mail or email, but we may also bill you at other times and include charges omitted from earlier accounts.

The payment methods are as set out in your account. Any charges older than 190 days will not be shown on your current account, however you will still be liable for outstanding charges. If you do not pay the full amount as set out in an account, TransACT may charge a late payment fee, and impose a reconnection fee if network access is suspended. If applicable, TransACT may also seek to recover debt collection costs.

All access charges, including TransTALK monthly phone line rental, TalkNUMBERS, Fax NUMBER, TalkMAIL, Silent Number and TransTV Digital (where applicable), are billed one month in advance.

The first account that you receive will include charges from the date you were connected plus the above access charges charged one month in advance.

TransACT's standard billing method is Electronic Billing. You can opt to receive your Bill by post, sent to an address nominated by you. This incurs a fee of \$1.49 (inc GST per Bill sent). TransACT will provide Bills without charge to pensioner customers. Electronic Bills may be adversely affected by equipment or conditions beyond TransACT's control.

#### Contract terms

A 12-month minimum contract is generally required but minimum contract periods may vary. Your minimum contract period is as set out in your application.

If you terminate before the expiry of your minimum contract period we will impose the early termination charge specified in Schedules 5 and 6 to the *Standard Form of Agreement* to cover the cost of installing and provisioning your service. You may terminate your contract at any time after the minimum contract period by giving us at least one month notice, in writing via email, letter or fax. You must list your name, the product or service to be cancelled and the date of cancellation. To confirm your cancellation request call TransACT on 13 30 61.

If TransACT increases certain charges without your consent, you may have a right to terminate your contract without penalty. If this happens, we will notify you in writing and advise you of your options.

In addition to any other rights we may have, we may immediately terminate, limit or suspend any part of the Services if:

- ← you breach this Agreement;
- ← we consider such action necessary for the purpose of maintaining or restoring any part of the TransACT Network;
- ← we are required to do so by a court, government or regulatory agency;
- ← there is an emergency; or
- ← you are declared bankrupt.

If TransACT terminates, limits or suspends your Service for any of the reasons set out above, charges may apply.

#### Variation

TransACT may vary the *Standard Form of Agreement* (including charges) at any time in accordance with the Telecommunications Legislation. We will give you reasonable notice of any change we believe would have a detrimental impact on you. For such changes, we may notify you in writing, which could be via a notice in your next account, or some other means as agreed by you and allowed under the Telecommunications Legislation. You may also have the right to cancel your Service within 42 days of receiving the notice, without incurring any additional fees or charges other than those set out in this Agreement.

#### Security Bond

TransACT may impose a credit limit or require you to provide a Security Bond. You authorise TransACT to make deductions from any Security Bond for any Charges that are owing to us. TransACT will refund your Security Bond in full when we stop providing the Services, except to the extent that we have made deductions for Charges that are owing to us by you.

#### Priority Services

TransACT does not offer a special priority assistance service to customers with life threatening medical conditions. TransACT will act on a best efforts basis but cannot guarantee priority connections and fault resolution given the reliance on third party suppliers. Customers with life threatening medical conditions should contact TransACT on 13 30 61 to discuss the options available.

#### Security and Privacy

TransACT is required by the *Privacy Act 1988* (Cth) and the telecommunications legislation to protect your personal information. TransACT will treat your personal information in accordance with the National Privacy Principles.

For more information, a copy of TransACT's Privacy Policy is available at [www.transact.com.au](http://www.transact.com.au), or by contacting 13 30 61.

#### Your rights and responsibilities

Except as set out below, TransACT is not liable for any loss or damage, however caused or suffered by you in connection with the *Standard Form of Agreement*.

We may be liable to you under warranties and terms and conditions imposed by law. If TransACT is not entitled to exclude these warranties and terms and conditions imposed by law, our liability is limited (at our option) to the resupply or cost of resupplying the goods and services or, in the case of goods, the repair or cost of repair of the goods.

If you complain to TransACT and one of our Customer Care representatives cannot resolve the complaint to your satisfaction, they will escalate the issue

to their supervisor or the Customer Care Manager. If your complaint concerns accounts or payment, TransACT can place the disputed amount on hold while we investigate your complaint.

If you have a complaint, or if you would like to report a fault, call our Customer Care team on 13 30 61 or submit an enquiry form at [www.transact.com.au](http://www.transact.com.au)

You are also entitled to refer complaints regarding TransACT to the TIO. The TIO is an independent office that investigates disputes between telecommunications companies and their customers.

The Office of Fair Trading in the ACT performs a similar function in respect to consumer complaints.

#### Summary Available in other languages and formats

TransACT's *Summary Standard Form of Agreement* is also available on request in large print by calling our Customer Care Team on 13 30 61.

For hearing impaired assistance please call our TTY service on 13 36 77.

For assistance in languages other than English please telephone TransACT's interpreter service on 13 14 50.

## 2. LCS

### Introduction

The following is a summary of your *Standard Form of Agreement* (“SFOA”) with TransACT Capital Communications Pty Limited ABN 23 093 966 888 (TransACT). The SFOA sets out the terms and conditions under which TransACT provides certain products and services to you by way of resale from Telstra.

This summary is designed to give you an overview of the terms and conditions. It is not designed for use in substitution of the SFOA. This summary does not vary or modify any terms and conditions in the SFOA. It is for information purposes only and does not have any legal effect.

If you would like more details about your rights and obligations you should read the SFOA in its entirety. Hard copies of the SFOA are available from our head office at 470 Northbourne Ave Dickson ACT, at any of our business offices, or electronically through our web site at [www.transact.com.au](http://www.transact.com.au)

Capitalised terms in this Summary are defined in our Standard Form of Agreement.

### Agency

You appoint us as your agent to deal with Telstra and other service providers in relation to certain matters, including changing your account from another service provider to us, and dealing with Telstra in relation to faults, service and maintenance.

### Relationship with Telstra

This is a resale agreement. Telstra supplies the Service to us and we resupply the Service to you.

We will provide the Service to you based upon the provisions of this Agreement, the selection of Products which you have made in your Application, and the relevant provisions of Telstra’s Standard Form of Agreement.

### Designated goods and services

Under the SFOA, TransACT provides telecommunications goods and services by way of resale from Telstra. The telecommunications products and services offered by TransACT are listed in the First Schedule to the SFOA or on Telstra’s website.

We have entered into the SFOA with you on the basis that you preselect us as your provider of long distance services. If in future you preselect another telecommunications provider as your provider of long distance services, we may terminate the SFOA, or we may charge you at a higher rate (set out in the First Schedule) for providing you with other services.

### Charges

The First Schedule to the SFOA sets out the charges for the goods and services that you acquire from TransACT.

The charges may include connection charges, access charges, usage based charges, charges for content provided with the service (including third party content services), charges for other services provided in connection with calls, reconnection charges, disconnection charges and (in some instances) other charges.

Depending on the time of day, charges may also include peak and off-peak charges, charges based on the type of package received by the customer, the origin and destination of calls, the volume of calls made in a particular period and any particular rebates or discounts that might apply to a particular call or a particular customer.

We may impose a credit limit or require a security bond from you in order to continue supplying you with services.

If you contact Telstra directly, Telstra may refuse to respond to your enquiry, complaint or request and may:

- a. redirect you to us, and/or
- b. charge us a fee. You acknowledge and agree that we are entitled to pass that fee on to you.

You are responsible for all Charges incurred in the use of the Service, even if someone other than you incurs those Charges without your knowledge or consent.

TransACT may impose an additional charge to install the Service if we need to perform work beyond the usual scope of work required for similar installations. TransACT will notify you if this occurs.

### Billing

TransACT will bill you at regular intervals. We will usually bill you monthly by mail but we may also bill you at other times and include charges omitted from earlier bills.

The payment methods are as set out in your bill. Our billing system is set up to ensure that you are not billed for charges that are older than 190 days.

If you do not pay the full amount as set out in a bill TransACT may charge an administrative fee, recover debt collection costs, suspend network access and impose a reconnection fee.

TransACT’s standard billing method is Electronic Billing. You can opt to receive your Bill by post, sent to an address nominated by you. This incurs a fee of \$1.49 (inc GST per Bill sent). TransACT will provide Bills without charge to pensioner customers. Electronic Bills may be adversely affected by equipment or conditions beyond TransACT’s control.

### Contract terms

Generally, we require you to enter into a 12-month minimum contract with us but minimum contract periods may vary. Your minimum contract period is as set out in your Application.

If you terminate before the expiry of your minimum contract period we may impose the early termination charge specified in the First Schedule to the SFOA to cover the cost of installing and provisioning your service. You may terminate your contract at any time after the minimum contract period by giving us at least one month’s notice.

If TransACT increases certain charges without your consent, you may have a right to terminate your contract without penalty. If this happens, we will notify you in writing and advise you of your options.

In addition to any other rights we may have, we may immediately terminate, limit or suspend any part of the Service if:

- a. we consider such action necessary for the purpose of maintaining or restoring any part of the TransACT Network
- b. we are required to do so by a court, government or regulatory agency
- c. there is an emergency;
- d. you are declared bankrupt;
- e. your Access Line ceases to be preselected to us;
- f. you commit a material breach of this Agreement, including the following without limitation;
- g. you fail to provide access as required under clause 4.2.1 hereof;

h. you (or another person) interferes with the operation of the service or a facility owned by Telstra (except where so required under clause 4.2.3 above) or makes either unsafe;

i. we or Telstra are unable to enter the premises to inspect, repair or maintain a facility that is necessary for the supply of that service to you;

j. you fail to make any modifications required under clause 4.2.3 above;

k. you fail to rectify any defect or inadequacy in a facility not owned or maintained by us or Telstra after being requested to do so by us or Telstra.

l. you breach clause 4.3 above.

m. your use of the Service interferes with the efficiency of Telstra’s Network or our network and you fail to rectify the situation after notification from us or Telstra.

n. you fail to comply with any payment obligation (including without limitation an obligation to pay by a due date) under Clause 12.

If TransACT terminates, limits or suspends your Service for any of the reasons set out above, charges may apply.

### Priority Services

TransACT does not offer a special priority assistance service to customers with life threatening medical conditions. TransACT will act on a best efforts basis but cannot guarantee priority connections and fault resolution given the reliance on third party suppliers. Customers with life threatening medical conditions should contact TransACT on 13 30 61 to discuss the options available.

### Your rights and remedies

We will use reasonable skill and care in providing the services to you. We will remedy faults in a timely manner and in accordance with our obligations under the Customer Service Guarantee.

Except as set out below, TransACT is not liable for any loss or damage, however caused, suffered by you in connection with the SFOA.

We may be liable to you under warranties, terms and conditions imposed by law. If TransACT is not entitled to exclude these warranties, terms and conditions imposed by law our liability is limited (at our option) to the resupply or cost of resupplying the goods and services or, in the case of goods, the repair or cost of repair of the goods.

You may also have rights under the Customer Service Guarantee (under Part 5 of the *Telecommunications (Consumer Protection And Service Standards) Act 1999*).

If you complain to TransACT and one of our Customer Care representatives cannot resolve the complaint to your satisfaction they will escalate the issue to their supervisor or the Customer Care Manager. If your complaint concerns billing or payment, TransACT places the disputed amount on hold while we investigate your complaint.

If you have a complaint, or if you would like to report a fault in the Equipment or with the Services, you should call our Contact Centre on 13 30 61.

You are also entitled to refer complaints regarding TransACT to the Telecommunications Industry Ombudsman (TIO). The TIO is an independent office, which investigates disputes between telecommunications companies and their customers. The Office of Fair Trading (or equivalent) in your home State or Territory performs a similar function in respect of consumer complaints.

### Personal Information and Privacy

We will only use your personal information in accordance with the Privacy Act 1988. You should note that TransACT may make standard credit information enquiries regarding your credit record in connection with supplying goods and services to you. TransACT may also exchange information with Telstra for purposes such as investigation of the misuse of services or fraud.

You should read the TransACT Privacy Policy and the TransACT Privacy Statement, which are located at [www.transact.com.au](http://www.transact.com.au)

### Summary Available in other Languages and Formats

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